



Civil Resolution Tribunal

Date Issued: June 27, 2018

File: SC-2017-005511

Type: Small Claims

Civil Resolution Tribunal

Indexed as: *Beacon Movers Ltd v. Reddy*, 2018 BCCRT 289

B E T W E E N :

Beacon Movers Ltd

APPLICANT

A N D :

Angela Reddy

RESPONDENT

REASONS FOR DECISION

Tribunal Member:

Susan MacFarlane

INTRODUCTION

1. Beacon Movers Ltd., the applicant company, does business moving household goods. Angela Reddy, the respondent, hired the applicant to move some furniture. After the move, the respondent discovered that some chairs had been damaged.

The respondent has not paid the applicant for moving her furniture. The parties disagree on how much the respondent owes the applicant.

2. Both parties are self-represented.

JURISDICTION AND PROCEDURE

3. These are the formal written reasons of the Civil Resolution Tribunal (tribunal). The tribunal has jurisdiction over small claims brought under section 3.1 of the *Civil Resolution Tribunal Act* (Act). The tribunal's mandate is to provide dispute resolution services accessibly, quickly, economically, informally, and flexibly. In resolving disputes, the tribunal must apply principles of law and fairness, and recognize any relationships between parties to a dispute that will likely continue after the dispute resolution process has ended.
4. The tribunal has discretion to decide the format of the hearing, including by writing, telephone, videoconferencing, email, or a combination of these. I decided to hear this dispute through written submissions, because I find that there are no significant issues of credibility or other reasons that might require an oral hearing.
5. The tribunal may accept as evidence information that it considers relevant, necessary and appropriate, whether or not the information would be admissible in a court of law. The tribunal may also ask questions of the parties and witnesses and inform itself in any other way it considers appropriate.
6. Under tribunal rule 126, in resolving this dispute the tribunal may make one or more of the following orders:
 - a. order a party to do or stop doing something;
 - b. order a party to pay money;
 - c. order any other terms or conditions the tribunal considers appropriate.

ISSUES

7. The issue in this dispute is how much does the respondent owe the applicant.

EVIDENCE AND ANALYSIS

8. I have carefully reviewed all the evidence submitted by the parties. In this decision, however, I refer only to the evidence that I find is relevant.
9. The respondent hired the applicant movers in August 2017. The applicant packed and moved the respondent's furniture, including 6 leather dining chairs.
10. In particular, the applicant packed the goods on August 18, and wrapped some furniture. The parties agree that the applicant offered to wrap the chairs, but the respondent said it was not necessary. The applicant moved the goods on August 19.
11. The parties agree that stacking the unwrapped leather chairs caused damage to 4 of them.
12. The respondent also says that additional damage was caused during the move, and all 6 chairs were damaged. The applicant disagrees, saying that the chairs were already worn. The respondent says the signs of wear were barely visible.
13. The applicant offered to pick up the damaged chairs and repair them. The respondent agreed. When the applicant arrived, the respondent had tagged all the chairs as damaged. The parties disagreed as to which chairs had been damaged in the move, so the applicant did not pick up the chairs.
14. Photos submitted by both parties show damage to the lower front of three seats. There are also scratches on the upper part of two chairs and cracked leather on another. The respondent says these scratches and cracked leather were caused by the move. The applicant says the chairs were 8 years old, and peeling and cracking leather was not caused by the move. As referenced above, the applicant says only 4 chairs were damaged in the move, from being stacked.

15. The applicant submitted a signed bill of lading. This agreement is signed by both parties. The respondent does not dispute that she signed it.
16. The front of the bill of lading contains terms. The customer can declare the value of the goods being shipped. In this case the respondent did not declare the value of the goods or pay for insurance.
17. On the back of the bill of lading there are more terms:
 - a. Section 1 says the carrier is liable for loss or damage except as provided in these terms.
 - a. Sections 9 and 10 put a value on loss. If the customer has not paid for insurance, the maximum amount payable for damaged goods is \$0.60 per pound.
 - b. Section 11 says that goods are carried at the customer's risk, unless the carrier is negligent. Negligent means failing to take reasonable care. If the customer says the carrier was negligent, then the carrier must show they took reasonable care.
18. The terms of the agreement set out on the back are the terms for moving household goods from section 37.39 of the *Motor Vehicle Act Regulations*.
19. In these circumstances, the applicant's maximum liability for damage to the chairs is \$0.60 per pound. The *Motor Vehicle Act Regulations* set out the equivalent rate of \$1.32 per kilogram.
20. The applicant has already discounted its fee by \$300.00 to cover the damage to the chairs. I find that, even if the applicant damaged the chairs, the \$300.00 clearly covers the applicant's maximum liability under the agreement.
21. The amount owing to the applicant by the respondent on delivery was \$2,361.76. When the applicant asked the respondent for payment, the respondent promised

to pay by e-transfer within 24 hours. Six weeks later, when this dispute was filed with the tribunal, the bill had not been paid.

22. The applicant reduced the bill by \$300.00 for the damage to the chairs. The respondent insists on a deeper reduction.
23. I have found the \$300.00 reduction by the applicant would cover any liability for damage to the chairs. The respondent must pay the applicant's reduced bill of \$2,061.76.
24. The applicant is also asking the tribunal to order the respondent to pay for the cost of sending 2 men to pick up the chairs. As I described above, the 2 men did not pick up the chairs. The parties did not agree on what was to be picked up. It did not assist either party or advance a resolution. I decline to order the respondent to pay the applicant's costs of the failed trip.
25. Under section 49 of the Act, and tribunal rules, the tribunal will generally order an unsuccessful party to reimburse a successful party for tribunal fees and reasonable dispute-related expenses. I see no reason in this case not to follow that general rule. I find the applicant is entitled to reimbursement of \$175.00 in tribunal fees.

ORDERS

26. Within 30 days of the date of this order, I order the respondent to pay the applicant a total of \$2,255.34, broken down as follows:
 - a. \$2,061.76 for the invoice as reduced by the applicant,
 - b. \$18.58 in pre-judgment interest under the *Court Order Interest Act*, and
 - c. \$175.00 in tribunal fees.
27. The applicant is entitled to post-judgment interest, as applicable.

28. Under section 48 of the Act, the tribunal will not provide the parties with the Order giving final effect to this decision until the time for making a notice of objection under section 56.1(2) has expired and no notice of objection has been made. The time for filing a notice of objection is 28 days after the party receives notice of the tribunal's final decision.

29. Under section 58.1 of the Act, a validated copy of the tribunal's order can be enforced through the Provincial Court of British Columbia. A tribunal order can only be enforced if it is an approved consent resolution order, or, if no objection has been made and the time for filing a notice of objection has passed. Once filed, a tribunal order has the same force and effect as an order of the Provincial Court of British Columbia.

Susan MacFarlane, Tribunal Member